

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Cooperative Equipment Loan Agreement between Division of Forestry and Seminole County

DEPARTMENT: Public Safety

DIVISION: EMS Fire Rescue

AUTHORIZED BY: Tad Stone

CONTACT: Leeanna Mims

EXT: 5188

MOTION/RECOMMENDATION:

Approve and authorize Chairman to execute the Cooperative Loan Agreement between the Division of Forestry and Seminole County.

County-wide

T.E. Stone

BACKGROUND:

The Seminole County EMS/Fire/Rescue Division and the Florida Division of Forestry (DOF) work together in a cooperative effort to maintain control of timber and grass to prevent wildland fires through the use of prescribed burns. The DOF, through this Cooperative Equipment Loan Agreement, wishes to loan the Seminole County EMS/Fire/Division two (2) 6x6 vehicles, "Duece and a Half", with automatic transmission and super single auto inflating tires. These vehicles will be utilized to support the land management cooperative efforts currently enjoyed between the Seminole County's EMS/Fire/Rescue Division, Natural Lands, Land Management, and the local Division of Forestry. They will also be beneficial for use in low lying areas during incidents of flooding.

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize Chairman to execute the Cooperative Loan Agreement between the Division of Forestry and Seminole County.

ATTACHMENTS:

1. Agreement

Additionally Reviewed By:

☒ County Attorney Review (Ann Colby)



Charles H. Bronson
Commissioner

Department of Agriculture and Consumer Services
Division of Forestry



COOPERATIVE EQUIPMENT LOAN AGREEMENT

This Cooperative Equipment Loan Agreement (the "Agreement") by and between

Seminole County

Cooperator

1101 E. 1st St. Sanford, FL 32771

Cooperator's Address

hereinafter referred to as the COOPERATOR, and the State of Florida, Department of Agriculture and Consumer Services, Division of Forestry, hereinafter referred to as the DIVISION,

WITNESSETH:

WHEREAS, The control of timber, grass, wildland fires in, and adjacent to, suburban areas is essential to an effective forest fire control program; and

WHEREAS, The COOPERATOR is actively engaged in the prevention and suppression of all fires in, and adjacent to, suburban areas; and

WHEREAS, The COOPERATOR can more adequately carry out this function if additional equipment is available; and

WHEREAS, The DIVISION, from time to time, has a limited number of units of fire fighting equipment that can be made available to other agencies involved in fire control work as authorized by Florida Statutes, the Federal Property and Administrative Services Act of 1949, as amended (40 U.S.C. 483), and the Cooperative Forestry Assistance Act of 1978 (16 U.S.C. 2101); and

WHEREAS, It has been determined to be advantageous to the DIVISION in the proper discharge of its responsibilities as described and set forth in Chapter 590, Florida Statutes, to make certain equipment available to the COOPERATOR:

NOW, THEREFORE, The parties to this agreement do hereby agree as follows:

A. The DIVISION Agrees:

- (1) To make available the equipment described on the attached equipment schedule (the "Equipment") while retaining title and/or accountability, according to the terms set forth in this agreement.
- (2) That the title to all accessories, tools, equipment, sirens, etc., which are added to the Equipment by the COOPERATOR will remain with the COOPERATOR and the COOPERATOR may remove same, prior to returning the Equipment to the DIVISION, provided that COOPERATOR shall repair any damage caused by such removal.

B. The COOPERATOR Shall:

- (1) Maintain insurance of the types and in the amounts required by the DIVISION for the Equipment and shall provide proof of such insurance upon request of a representative of the DIVISION.
- (2) Make the Equipment available for inspection upon request of a representative of the DIVISION.
- (3) Return the Equipment to the DIVISION upon termination of this Agreement.
- (4) Be responsible for State or local vehicle safety inspection requirements.
- (5) Maintain the Equipment to reasonable standards of mechanical condition and appearance acceptable to the Division.
- (6) Return the Equipment to a mutually agreeable location when COOPERATOR is no longer in need of the Equipment.
- (7) Furnish any additional items needed to prepare the Equipment for structural fire service, such as hose, nozzles, pike poles, etc.
- (8) Answer calls utilizing the Equipment anywhere in the home county upon request of the DIVISION, local conditions permitting.
- (9) To the extent permitted by Florida law, indemnify and hold the Department of Agriculture and Consumer Services and the DIVISION harmless from any and all claims, causes of action or damages whatsoever arising from or in connection with this agreement or COOPERATOR'S use of the Equipment.

C. It is MUTUALLY Agreed:

- (1) The DIVISION license plate will continue to be used on the Equipment.
- (2) The Equipment will be marked in a manner that will indicate the cooperation between the COOPERATOR and the DIVISION.
- (3) The equipment will be stored at the fire department and will be used only for fire-related activities.
- (4) The equipment will be modified only as approved by a representative of the DIVISION.
- (5) Personal use of the equipment is prohibited, violates the law and this Agreement, and subjects violators to penalties and Equipment recall.
- (6) Both parties will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 U.S.C. 2000d) and, in accordance with Title VI of that Act, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement.

D. This agreement will be effective from the date of execution by the Director, Division of Forestry, Department of Agriculture and Consumer Services, and will continue in force from year to year unless terminated by either party by thirty (30) days written notice to the other, provided, however, that all of the provisions herein are complied with.

IN WITNESS WHEREOF, The parties by and through their duly qualified and acting officials have hereunto set their hands.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
BOB DALLARI, Chairman

Date: _____

For the use and reliance of
Seminole County only.
Approved as to form and
legal sufficiency.

As authorized for execution
by the Board of County Commissioners
at their _____, _____
regular meeting.

County Attorney

STATE OF FLORIDA
DEPARTMENT OF AGRICULTURE
AND CONSUMER SERVICES
DIVISION OF FORESTRY

WITNESS

BY: _____
DIRECTOR

DATE

WITNESS

EXHIBIT – A
EQUIPMENT SCHEDULE
Cooperative Equipment Loan Between
The Florida Department of Agriculture and Consumer Services,
Division of Forestry
AND
Seminole County Board of County Commissioners

Cooperator

Date Leased	S or F	ID Number	Property Description	Serial Number	Location	Date Deleted
			Deuce and a half	503666		
			Deuce and a half	503237		

SPECIAL REMARKS OR SPECIFICATIONS:

This Equipment Schedule is considered to be a part of the loan agreement dated and referred to in the heading. Any changes to this Equipment Schedule must be by written request from the Cooperator, with a copy attached to this document, and the approval of the Director indicated below.

Approved: _____ Date _____
Director, Florida Division of Forestry